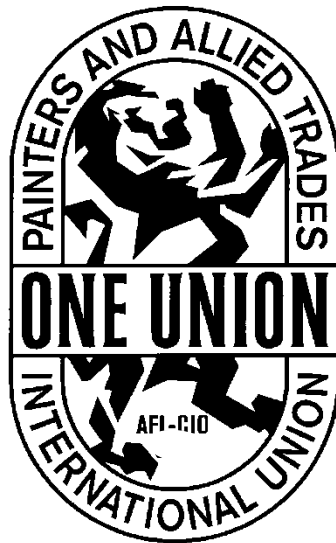


**IUPAT DISTRICT COUNCIL 5**

**EASTERN WASHINGTON/NORTHERN IDAHO  
MASTER AREA COMMERCIAL AGREEMENT  
FOR THE PAINTING INDUSTRY**



**July 1, 2016 – June 30, 2019**

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## **PREAMBLE**

WHEREAS, it is desired by the parties hereto to enjoy harmonious relations between said parties and the public, and

WHEREAS, the parties hereto desire to protect and safeguard the health and safety of its members, and to maintain stability of conditions of employment and other mutually beneficial relations and to prevent strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time;

WHEREAS, the purpose of this agreement is to establish uniform conditions of employment; a Pension Plan; a Health and Welfare Plan; and, an Apprentice Program, and

NOW THEREFORE, in consideration of the promises and of the covenants contained hereinafter, it is mutually agreed between the parties hereto as follows:

## **ARTICLE 1** **RECOGNITION**

- 1.1 This Agreement is made and entered into this first day of July 2016, by and between IUPAT District Council 5, of the International Union of Painters and Allied Trades, and its affiliated Local Unions and any individual Employers who may affix their signature to this Agreement from time to time.
- 1.2 Each Employer who is bound by this Agreement recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive bargaining representative of all the Employer's Employees who are engaged in the performance of any painting as described in Article 4 of this Agreement, within the Union's territorial jurisdiction.
- 1.3 Nothing herein contained shall prohibit or restrict the Union from their collective bargaining, which may be legally allowed for them with other parties.

## **ARTICLE 2** **AREA & WORK COVERED BY AGREEMENT**

- 2.1 The Employer agrees to be bound to this Agreement while working in the following counties in Eastern Washington; Okanogan, Chelan, Kittitas, Yakima, Douglas, Grant, Benton, Franklin, Walla Walla, Adams, Lincoln, Ferry, Stevens, Pend Oreille, Spokane, Whitman, Garfield, Asotin, Columbia and the Northern Idaho Counties of Kootenai, Boundary, Bonner, Benewah, Latah, Shoshone, Nez Perce, Clearwater, Lewis, and Idaho County and any other territory granted to District Council 5 by the Executive Board of the International Union of Painters and Allied Trades. And will be bound by the Collective Bargaining Agreement in effect in any other part of the states of Washington, Oregon, Idaho, Utah and Alaska when working in those areas.

- 2.2 When working outside the counties covered by this Agreement, an employee covered by this Agreement shall receive the wages most favorable to the employee. All fringe benefits shall be paid into the Employees' "home" funds.

### **ARTICLE 3** **OUT OF AREA**

- 3.1 The contractor or the Employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed from the contractor's home area.
- 3.2 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that as to Employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such Employees. In situations covered by the last proviso fringe benefit contributions on behalf of such Employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the Employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the Courts.

### **ARTICLE 4** **SCOPE OF WORK**

- 4.1 Painting and Drywall work as those terms are used in this Agreement include but are not limited to the following: All painting, coating, lining, decorating, fabric-panel systems, paperhanging, including the hanging of vinyl, canvas, tacking on of muslin and all material of whatever kind or quality applied to walls, or ceilings, by any method of attachment. Spackling of all surfaces and application of texture finishes where adhesive materials are used, radiant heat fill, and all preparatory work of spotting, pointing, taping, finishing and sanding of joints and surfaces, fireproof coatings, fiberglass coatings, exterior insulated wall system, hardwood, pre-finishing

doors, cabinets, sash, trim and furniture finishing, waxing, oiling, staining, application of hot and cold enamels, waterproofing, protective coatings, polyester, polyurethane, epoxy, resin and acrylic coatings. The applications of all paints, pigments, extenders, metal primers, metal pigments, binders, thinners, dryers, sealers, water colors, acoustical wall panels, i.e., stretch panels, etc., cathodic coatings, elastomeric roof coatings, liners, PVC liners, acid staining, epoxy coatings and any other treatment / coatings applied to any concrete surface including floors; as applied by any method. The preparation of interior and exterior surfaces with liquid steam, sandblast, waterblast, shot blast or any other blast system or process including sandblast pot tending and preparation for metalizing and metalizing. Painting work also includes the handling and all preparatory work incidental to painting, coating, paperhanging; removal, encapsulation, enclosure or any other activity pursuant to lead, chromium, zinc or other surface coating or contaminated surface abatement, painting paperhanging, building of any structures or enclosures for both negative and positive pressure chambers pursuant to lead abatement or any other substrate cleaning process, decorating or drywall finishing of any surfaces, highway and parking lot striping and all other work which is usually executed by Painters, Decorators, Paperhangers, Hardwood Finishers and Drywall Finishers, and the operation and care on the job site of all tools and equipment used by all trades coming under the jurisdiction of the International Union of Painters and Allied Trades (IUPAT) including brushes, rollers, spray painting equipment, trowels, mops, squeegees or other miscellaneous hand and power-driven tools including sandblasting equipment, ladders, scaffolding and other rigging including but not limited to such equipment as mechanized or mobilized scaffolding which may be operated by Painters and the job site operation and maintenance of all types of compressors.

- 4.2 Painting and Drywall work also includes work, materials, equipment or processes, which are substituted for the matters covered in the above section.

## **ARTICLE 5** **DEFINITIONS**

- 5.1 Union: IUPAT District Council 5, consisting of the present Local Unions and others which may affiliate during the term of this Agreement.
- 5.2 Association: The Eastern Washington-Northern Idaho Paint Contractor Association and others which may affiliate during the term of this Agreement.
- 5.3 Labor/Management (L/M) Committee: A joint committee made up of equal members of Labor and Management.
- 5.4 Contractor: An individual, firm, corporation, or partnership whose principal business is painting and decorating; which maintains at all times a permanent place of business (no PO Box), employs at least one Journeyman who will be a member of the Union, and has the required State and Federal licenses and Employer registration; and is signatory to this Agreement.

- 5.5 Independent Signatory: Any Contractor described above who executes this Agreement but is not a member of the Association as described above.
- 5.6 Employer: Any person, firm, corporation, joint venture, partnership or any other business entity party to this Agreement, who hires Employees under the scope of this Agreement.
- 5.7 Commercial Painting: To provide services under the terms and conditions set forth herein, and to do so upon or within any structure, facility, surface, or item which is established or constructed for purposes of conducting commerce, profit or non-profit. Commercial Painting may involve projects where elements normally considered Industrial work may be present, however the scope or quantity of industrial type work involved may be less than that required to cause the overall project classification to be altered. Commercial Painting shall be other than Industrial or Residential work.
- 5.8 Residential Painting: To provide services under the terms and conditions set forth herein, and to do so upon or within any structure, facility, surface, or item which is established or constructed as single dwellings, that are wood-framed and less than three (3) stories in height. Dwellings for commerce such as motels, nursing homes, rest homes, condominiums, etc., shall not be classified as Residential Painting whether new or existing. Residential Painting shall be other than Commercial or Industrial work.
- 5.9 Journeyman Painter:
- a. All commercial and residential Journeymen shall be defined as individuals who have completed their apprenticeship or have passed the required proficiency examination as mechanics qualified to perform the duties pertaining to either the commercial or the residential painting industries as Employees or as Journeyman painters who are employed under the terms of this Agreement.
  - b. This wage classification shall be used to establish the Apprentice, Pre-Apprentice, and upgrade painter wage rates for the areas described in Article 17. This wage and fringe benefit package shall also be used for the purpose of reporting to Federal and State agencies in order to establish or update published prevailing commercial and residential wage rates for the Journeyman painter classifications on Davis-Bacon and State Prevailing Wage projects.
- 5.10 Apprentice: An individual registered with, and accepted by, the Joint Apprenticeship Training Committee in accordance with the Apprenticeship Training Laws of the State of Washington for the purpose of learning the painting and decorating craft. Apprentices are subject to all terms, conditions, etc. as described in Article 19.
- 5.11 Pre-Apprentice: An individual allowed to perform the same duties as an Apprentice. They will not be required to register with the Washington State Apprenticeship Council. No employee shall hold this position longer than 1,000 hours. Minimum pay will be \$11.00 per hour. They will not pay dues check-off or be a member of the Union. Pre-Apprentices will obtain a dispatch from the Local Union within three days of hire.

- 5.12 Utility Worker: Persons who do only cleaning and incidental work. This person shall not use any of the tools of our trade, or perform any of the tasks of our trade, with the exception of scaling, covering, dusting, scaffolding, truck driving, and shop cleaning. Utility Worker will not engage in any work that involves hazardous or toxic materials. Minimum pay will be \$11.00 per hour. They will not pay dues check-off or be a member of the Union. Utility Workers will obtain a dispatch from the Local Union within three days of hire.
- 5.13 Employee: Persons formerly referred to as Leadperson, Journey Painter, Apprentice, Pre-Apprentice, Utility Worker or member as defined in this Article.
- 5.14 Foreman: A Journeyman designated by the Contractor, or in charge of a crew of three (3) or four (4) persons covered by this Agreement.
- 5.15 General Foreman: A Journeyman designated by the Contractor, or in charge of a crew of five (5) or more persons covered by this Agreement.
- 5.16 Member: Any employee classification as outlined in this Agreement.

## **ARTICLE 6**

### **PROTECTION OF RIGHTS**

- 6.1 Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in legitimate primary labor dispute with any bona fide labor organization.
- 6.2 Except as specifically limited by this Agreement the Employers shall have exclusive right to manage their business, to control and supervise all operations and direct all working forces, including, but not limited to the right to select and hire, discharge, promote, transfer, or schedule Employees, to control regulate the use of all equipment, materials, tools, and other property of the Employer and to maintain efficiency among its Employees.
- 6.3 All painting, taping and allied work of the painting industry coming under the jurisdiction as outlined in Article 4 of this Agreement, and all other work awarded to the International Union of Painters and Allied Trades must be done by Employees who receive wages and benefits equal to or better than those provided in this Agreement, except where National Labor Agreements are used, and call for a lesser wage.
- 6.4 In subletting work from the Employer's shop, a Union shop will be given preference. The Local Painters' Union will provide the company with a list of other Union contractors for consideration.

- 6.5 In the event an Employer has violated any of the wages, subsistence or Trust Contributions provided for under this Agreement, the District Council shall be permitted to take any economic action against such Employer.
- 6.6 To protect and preserve, for the Employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any devise or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs onsite construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
- 6.7 All charges of violations of the Sections of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations to this Article, the L/M Committee or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those Employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The L/M Committee or the Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the L/M Committee or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.
- 6.8 If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the L/M Committee remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay accountants' and/or attorney's fees incurred by the Union and/or the Joint Trust Funds, plus costs of litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE 7** **UNION SECURITY**

- 7.1 It shall be a condition of employment that all Employees of Employers covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on and after the eighth (8th) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that Employees



covered by this Agreement and hired on or after its effective date, shall, on and after the eighth (8th) day, following the beginning of such employment, become and remain members in good standing of the Union.

- 7.2 If an Employee fails to become or remain a member of the Union as set forth above, the Union shall notify the Employer in writing, and such notice shall constitute a request to the Employer to discharge said individual Employee within forty eight (48) hours (Saturdays, Sundays and Holidays excluded) for failure to maintain continuous good standing in the Union in accordance with this Article, and the Employer shall discharge such Employees at the end of such period.
- 7.3 If an Employer fails to honor such notice, he shall automatically and without recourse be liable to the Union for any Union dues or fees which may be lost to them as a result of the Employer's failure to abide by such provisions, as well as any expense necessary for the enforcement of such provisions.
- 7.4 In those instances where this Article may not be validly applied, the Employer agrees to recommend to all Employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new Employees to the Local Union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.
- 7.5 No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

## **ARTICLE 8**

### **EMPLOYER RESPONSIBILITY**

- 8.1 When an Employer wishes to become a party to this Agreement, they must sign the signature page. A copy of the signature page shall be forwarded to each of the Trusts.
- 8.2 When a Contractor expresses a wish to employ members of the Union, they shall show affirmatively that they have in their employ capable personnel to direct the efforts of the Journeyman, and shall comply with all provisions of this Agreement.
- 8.3 All owner/operator hours worked with the tools shall be reported on Trust Fund Reports along with unit Employee hours whether they have Employees or not.
- 8.4 An Employer shall have at least one Journeyman whenever the Employer has work.

**ARTICLE 9**  
**SAFETY & SUBSTANCE TESTING**

- 9.1 All Local, State and Federal Safety laws, rules, and regulations shall be adhered to by Employers and Employees.
- 9.2 All Employees will have 1<sup>st</sup> Aid/CPR and OSHA 10 when hired. If a member is not current they must be scheduled for the next available class.
- 9.3 Respirators, masks and all other protective safety equipment must be furnished by the Employer, at no cost to the Employee, and must be used by the Employee as required and as specified by any Local, State or Federal laws, rules and regulations. It is the responsibility of the Employer to provide fresh drinking water, clean uncontaminated space for eating lunch and changing clothes, and toilets.
- 9.4 Because of the hazardous nature of the work, the Employer has the right to test for illicit substances; there may be random testing.
- 9.5 Cell phones may be used at break or lunch for personal use. The Employer may require an Employee to use a cell phone on an as-needed basis during work hours.

**ARTICLE 10**  
**LABOR/MANAGEMENT (L/M) COMMITTEE**

- 10.1 There shall be established a Labor Management (L/M) Committee whose Employer members shall be designated equally by the Signatory Contractors and whose Labor members shall be designated by the IUPAT District Council 5. The Committee may initiate action on its own, investigate, and hold hearings on damages and penalties for violations of the Agreement, issue interpretative rulings or other rules and regulations necessary to give force and effect to the purpose and intent of this Agreement, make amendments to or changes in this Agreement. Appoint or hire such persons or committees as may be necessary to aid the Committee in the performance of its duties. The Committee is hereby empowered to examine the records of any and all Employers in regard to fringe benefit payments, payroll, subsistence, transportation, travel time, overtime, hours of work, bond or any other such item as set forth in this Agreement. They may initiate or recommend audits of any Employer's records covering the above sums. It shall be their duty to see that the audits are conducted in a prescribed manner. Any expenses of the Committee will be borne equally by the parties to the Labor Agreement. The Committee shall meet regularly and special meetings may be called by either party.

**ARTICLE 11**  
**STEWARDS**

- 11.1 The Union shall have the authority to appoint a job steward in any shop or on any job. No steward shall be discharged for the performance of his duties pertaining to Union affairs. The job steward shall be allowed necessary time to conduct business of the Union. The Employer shall notify the Union prior to layoff or termination of any steward. In the event of a reduction in force, the steward shall be accorded priority in being retained, provided they are qualified to perform the remaining work. The authority of job stewards as designated by the Union shall include, but not be limited to, the following duties and activities:
- a. The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the Collective Bargaining Agreement.
  - b. Notification to the appropriate Union representative of any grievances that cannot be adjusted to his or her satisfaction after presentation to the Employer representative.
- 11.2 There shall be no non-working Stewards.
- 11.3 The Union representative shall be allowed on the job where Employees or signatory Employers are working. It shall be the obligation of the Employers to assist wherever possible in arranging for the Business Representative to visit the job.

**ARTICLE 12**  
**GRIEVANCE PROCEDURES**

- 12.1 In the event that a dispute, grievance, or difference of interpretation occurs, the following procedure shall be adhered to. A grievance is defined as a violation of the terms and conditions of this Agreement.
- 12.2 Step 1: A dispute, grievance or difference of interpretation must be presented, in writing, by the Union to the Employer, or by the Employer to the Union, within fourteen (14) working days of the occurrence, or of the date that the occurrence was discovered. The responding party shall have ten (10) working days to resolve the dispute, grievance or difference of interpretation. If it is not resolved, to the mutual satisfaction of the Union and the Employer, within ten (10) working days, the dispute, grievance or difference of interpretation moves to Step 2.
- Step 2: The Union/Employer filing the dispute, grievance or difference of interpretation shall submit, in writing, the dispute, grievance or difference of interpretation to the L/M Committee within five (5) working days of the non-resolution as described in Step 1. The L/M Committee shall hear the dispute, grievance or difference of interpretation no later than fifteen (15) working days after

the receipt from the Union or the Employer. The L/M Committee must render a decision at this hearing. If the L/M Committee reaches an impasse on the dispute, the dispute, grievance, or difference of interpretation shall go to Step 3.

Step 3: Binding Arbitration. The dispute, grievance, or difference of interpretation shall be referred to arbitration under the rules and procedures of the American Arbitration Association. The cost of the arbiter shall be equally shared by the Union and the Employer. Each party shall be responsible for their own costs of representation, witnesses, etc.

- 12.3 The failure of the Union, or the Employer, to respond in a timely manner, or a non-response, shall be considered a rejection, and the dispute, grievance or difference of interpretation shall automatically move to the next step. Time limits referred to in this Article shall be strictly adhered to, but may be extended by mutual agreement, in writing.

### **ARTICLE 13** **EMPLOYMENT OF WORK FORCE**

- 13.1 All Employers who are party to this Agreement shall hire all Employees, coming under the scope of this Agreement, in accordance with the procedures set forth in this Article, except as specifically limited by this Agreement. The Employers shall have entire freedom of selectivity in hiring. The Employer may discharge any Employee for just cause.
- 13.2 The Union shall be the sole and exclusive source of referral of applicants for employment.
- 13.3 The Employer retains the right to reject, for any lawful reason, a job applicant referred by the Union. An Employer rejecting an applicant, referred by the Union, shall state, in writing within five (5) days, the reason(s) for rejection.
- 13.4 The Employer shall first call the appropriate dispatching office, of the Union, for Employees as they may need, and the Union shall refer, to the Employer, the required number of Employees of the classification requested, strictly in accordance with this Article. The Union shall have forty-eight (48) hours; not including Saturday and Sunday, to dispatch requested Employees. If the Union cannot supply the required Employees, the Union shall notify the Employer that no Employees are available. The Employer shall have the right to go elsewhere to obtain the required Employees, The Local Union hiring hall shall be open a minimum of two (2) hours a day, Monday through Friday, between the hours of 8:00 a.m. and 10:00 a.m., for the purpose of dispatch.
- 13.5 In no instance shall Employees be put to work without a referral slip from the Union. Such slip is for the purposes of showing that all new-hires have been employed in accordance with the Agreement. Pre-Apprentices/Utility Workers will obtain a dispatch from the Local Union within three days of hire.

13.6 Employees wishing to be placed on the out of work list, must appear in person or call, at the appropriate hiring hall and sign his/her name on the appropriate out-of-work list every month, by the tenth (10th) day of each month. If a workman fails to call or sign a list each month his name will be removed from that list.

13.7 Dispatch Rules for Painters

13.7.1 The Employer shall hire all Employees, coming under the scope of this Agreement, in accordance with the procedures set forth in the Article, except as specifically limited by this Agreement.

13.7.2 The Union recognizes that there may be special instances beyond the Employer's control, which may require Employees to be put to work in an emergency manner, without securing a referral slip. In such instances, the Employer shall notify the Union no later than 8:30 a.m. the following day. These Employees must secure a referral slip no later than twenty four (24) hours from the time they report to work.

13.7.3 The Union shall maintain a list of available Employees, on an open non-discriminatory basis. The Union shall refer applicants for employment, without unlawful discrimination against such Employees, by reason of Membership in the Union, race, religion, gender, age, or disability.

13.7.4 A copy of hiring hall rules, as contained in this Agreement, shall be posted on the bulletin board in the office of each local Union, and in the office and shops of the Employers signatory to this Agreement.

13.7.5 Union Hiring Hall Lists:

The out of work lists referenced as North and South will be as such. The North list will be members residing from the City of Spokane to the City of Ritzville to be considered as North as well as South and East of the City of Ritzville. The South list will be members residing between the City of Ritzville and Tri Cities, North, South and West of the City of Ritzville. Any Contractor may request from either the North or South list when requesting a dispatch. The local members to the project will be called first if no request of a specific list has been made from the Contractor. The contractor shall have the option to hire from other sources if no members are available on the appropriate list or request members from the other list. All members dispatched or Employees that become hired will become members of the Local Union hall.

"A" List - Shall consist of all applicants for employment who have demonstrated their craft knowledge by having worked for a period of two (2) cumulative years (with a break of no more than one (1) year) for an IUPAT signatory Employer. Any member on the "A" list will be current in 1<sup>st</sup> Aid/CPR training and OSHA 10 and, if recently expired, will be scheduled for the next available class.

"B" List - Shall consist of all applicants for employment who can demonstrate their craft knowledge by having worked in the trade for a period of three (3) cumulative years within the previous five (5) year period.

"C" List - Shall consist of all other applicants seeking employment as a Painter.

13.7.6 The referral of Employee shall be in the following manner: The Union shall refer Employees from the "A" list, in the order in which they are registered. After the "A" list is exhausted, Employees will be referred from the "B" list in the order in which they are registered. After the "B" list is exhausted, Employees will be referred from the "C" list in the order in which they are registered.

13.7.7 The Employer may request an Employee by name, only if the requested Employee has been previously employed by the Employer, and meets the qualifications for registration on the "A" or "B" list.

13.8 Upon receiving a request for Painters and, in the absence of a specific request by name, by the Employer, the Union will first refer from the "A" list, then from the "B" list. It is agreed that the Employer may request applicants by name. Such requests will be honored by the Union if said requests are made in writing, and the applicant is registered on the "A" or "B" list.

13.9 Special skills and foreman requests will be recognized if "A" or "B" list applicants having such skills are available. Request by name for special skills or foreman must be confirmed in writing within forty-eight (48) hours.

a. If an Employee accepts a dispatch of 10 days or less they shall retain their current position on the out of work list.

#### 13.10 Top Workplace Performance

a. Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

b. A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the L/M Committee and/or an arbitrator shall be final and binding.

- c. The provisions in Sub-sections (a) and (b) notwithstanding, the L/M Committee may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

## **ARTICLE 14** **HOURS OF WORK**

- 14.1 Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work, Monday through Friday.
- 14.2 A single shift shall be restricted to the hours between 6:00am and 6:00pm and eight (8) hours continuous employment except for lunch period. By mutual agreement between the Employer, Employee and the Union, four (4) ten (10) hour days may be established.
- 14.3 When due to conditions beyond the control of the Employer requires that work can only be performed outside the regular day shift, (Monday through Friday), then a special shift may be established at the straight time rate, with approval of the Union. The starting time of the work shall be arranged to fit such conditions of work.
- 14.4 In the event an Employer's job is down for any reason beyond the Employer's control, Monday through Friday, then Saturday and Sunday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate by those Employees who have not worked forty (40) hours during the regular work week. The Union shall be notified, and no Employee shall be compelled to do so.
- 14.5 All hours in excess of eight (8) hours per day or ten (10) hours per day when four (4) ten (10) hour option is worked or forty (40) hours per week, Monday through Friday, except for the make-up days, shall be paid at the rate of time and one half the regular straight time rate.
- 14.6 If there is a job where Swing Shift is required, it shall be seven and one half (7½) hours work with eight (8) hours pay. If it requires a graveyard shift, it shall be seven (7) hours worked with eight (8) hours pay.
- 14.7 Multiple shift work may be allowed, providing the contractor can furnish five (5) consecutive workdays with the nearly equal numbers of men on each shift. On one-shift jobs, the first shift will not start before 6:00am. On two shift jobs, the second shift shall receive eight (8) hours pay for seven and one half (7½) hours worked, and on three shift jobs, the third shift shall receive eight (8) hours pay for seven (7) hours worked. Employees will eat lunch on their own time. Notification for shift work provisions must be made to the Union. This may be modified with prior written approval by the Union. Employees will be given a minimum of ten (10) hours off between shifts.

- 14.8 The following shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, and Christmas Day. If the holiday falls on a Saturday, then Friday shall be observed. If a Holiday falls on a Sunday the following Monday shall be considered as a Holiday. The over time rate of double time shall apply to the above Holidays, except no work shall be performed on Labor Day.
- 14.9 Martin Luther King Day and Veterans Day will be recognized as a day of observance and any Employee may take the day off without reimbursement or recrimination, provided that he /she provides the Employer with twenty-four (24) hour advance notice. If the day is worked it will be at the regular rate of pay.

## **ARTICLE 15** **WORK RULES**

- 15.1 Journeypersons and Apprentices shall have in their possession at all times, when reporting to work, the following tools: wire brush, stiff putty knife, flexible putty knife, 2½" broad knife, regular putty knife, multi-head screwdriver, claw hammer, nail punch, utility knife, razor blade scraper, pliers, crescent wrenches and duster.
- 15.2 The Employer may require an Employee to sign for equipment, and in this event, the Employee shall take proper care of tools entrusted to them. Employees shall be required to account for all tools and equipment assigned to them, and shall return all these items when leaving employment. Employees may be held financially responsible if tools are not returned (at Employer's original cost), providing that Employees have signed for such equipment prior to being issued said tools and equipment. Employer shall furnish first handmasker, from there on Employees will supply their own.
- 15.3 If an Employee fails to report to work, with the required tools as stated in Section 15.1, the Employer may buy such tools, present them to the Employee, and deduct their actual cost from the Employees wages provided that the Employee has signed an authorization to deduct actual cost from wages.
- 15.4 No Employee shall be allowed to use his or her car or truck to transport materials or equipment for an Employer unless they agree and are compensated for it at the current IRS mileage rate.
- 15.5 No Employee shall be permitted to work on a piecework basis, contract or sub-contract.
- 15.6 Employees shall be allowed five minutes before lunch and at the end of a shift for personal clean up. Spray Painters shall be given sufficient time for clean up.
- 15.7 It is the duty of all Employees to be considerate in doing their work. They are expected to do an honest day's work for their Employer and no Employee shall place a limitation on the amount of production he will perform. No Employee should work in a manner to bring discredit to the industry.



- 15.8 Each Employee must receive a copy of their Local Union by-laws and also a copy of this Agreement, and understand them. The By-laws and the Agreement can be picked up at the Local office.

**ARTICLE 16**  
**PAYMENT OF WAGES**

- 16.1 All wages shall be due and payable by negotiable check payable on demand at par or by lawful currency. Direct deposit is Employee option if offered by Employer. In either case a receipt (check stub) showing the Employer's and Employee's name, rate of pay, dates and hours worked both regular and overtime, and the amount due, as well as any and all deductions withheld from wages. The said payments shall conform to all the Federal and State laws. Employees shall be required to complete time cards for each day's hours worked at the end of each work day on cards imprinted with the Employer's name and address. Said cards shall be kept for a minimum of three (3) years by the Employer.
- 16.2 Wages earned shall be due and payable once a week on the job site or another mutually agreed location between the Employee and Employer.
- 16.3 Employees laid-off for lack of work, discharged or those who quit must be paid in full by the next regular pay period. These Employees may receive their pay at the Employer's place of business, by direct deposit, or by mail (correct address will be provided by Employee).
- 16.4 Upon failure of the Employer to pay within the stipulated time, all waiting time shall be paid at the rate of one and one half (1½) times the regular rate of pay. Waiting time shall be construed, for the purpose of this Article, as not more than eight (8) hours in any twenty-hour (24) hour period during which an Employee has not received pay.

**ARTICLE 17**  
**WAGE SCALES & BENEFITS**

- 17.1 Hourly Wage Rate Classifications are as listed in the current Schedule A.
- 17.2 Once a worker obtains status in any classification they will remain at that status regardless of who they are employed with.
- 17.3 Supervisory personnel for Lead and Asbestos Abatement shall receive an additional 15% over scale.

17.4 Apprentice Painter Wage Scale:

All Trust contributions will be made as per the current Schedule A with the exception of the Health & Welfare and Pension contributions listed below for 1<sup>st</sup> through 3<sup>rd</sup> Bracket Apprentices.

1 <sup>st</sup> Bracket	6 months with a minimum of 750 hours -	65%	H&W (Medical Only)
2 <sup>nd</sup> Bracket	6 months with a minimum of 750 hours -	70%	H&W + 50% Pension
3 <sup>rd</sup> Bracket	6 months with a minimum of 750 hours -	75%	H&W + 50% Pension
4 <sup>th</sup> Bracket	6 months with a minimum of 750 hours -	80%	Full Benefits
5 <sup>th</sup> Bracket	6 months with a minimum of 750 hours -	85%	Full Benefits
6 <sup>th</sup> Bracket	6 months with a minimum of 750 hours -	95%	Full Benefits
<i>Thereafter</i>		100%	Full Benefits

- 17.5 Pre-Apprentice: Minimum pay will be \$11.00 per hour with no benefits. They will not pay dues check-off or be a member of the Union. No Employee shall hold this position longer than 1,000 hours.
- 17.6 Utility Worker: Minimum pay will be \$11.00 per hour with no benefits. They will not pay dues check-off or be a member of the Union.
- 17.7 Drywall Finisher/Taper: Wages and benefits will be at the rates listed in the IUPAT District Council 5 Eastern Washington/Northern Idaho 5 Master Area Drywall Finishing Agreement and any increases as included or negotiated in that Agreement.
- 17.8 New Employees that have never worked for a particular Employer may be required to go through that Employer's orientation/pre-qualifications and shall be paid 50% of scale, with no benefits, not to exceed eight (8) hours. If the Employee meets the Employer qualifications, they shall be paid full scale and benefits, during the entire orientation/pre-qualification. An Employee shall only be required to attend one (1) such orientation/pre-qualification program per Employer, during a three (3) year period.
- 17.9 Employees required to go through substance abuse testing, as part of the pre-employment process, shall be paid for the actual time involved in taking the test. This pay shall be at brush and roll scale, with no benefits. All costs incurred for testing will be paid by the Employer.
- 17.10 Foreman: Shall be paid an additional 5% over and above the highest group supervised.
- 17.11 General Foreman: Shall be paid an additional 10% over and above the highest group supervised.
- 17.12 Upon an Employer signing this Agreement and prior to each anniversary date, said Employer shall submit to District Council 5 a list and signed contract for any jobs and/or projects that the Employer has a signed contract, for the purpose of performing Painting or Taping work on during the life of this Agreement. These projects may be performed at the wage package at the time of bid / award.

- 17.13 Prevailing Wage Jobs: The rate of pay for all classifications of work performed will be that which is predetermined by any Government Agency that publishes prevailing rates at the time the job-bid was awarded by the Contracting Agency.
- 17.14 Subsistence will be paid up to \$70.00 per day with receipts for each night an Employee is required to stay away from home. Effective July 1, 2018, subsistence will be paid up to \$80.00 per day with receipts for each night an Employee is required to stay away from home. This includes Saturday, Sunday, and Holidays. On the day an Employee returns home they will receive a flat rate of \$25.00.
- 17.15 If the Union grants more favorable wages, benefits, hours or working conditions, then a signatory Employer shall be entitled after request to the same conditions for similar work in the same area. The Union will notify each Employer of any such situations.
- 17.16 Travel: Free travel zone shall be up to 60 miles from Employee's home or Employer's shop (whichever is closest to the jobsite). Over 60 miles shall be at established IRS mileage rate. Subsistence shall be paid as per Section 17.14.

## **ARTICLE 18** **APPRENTICES**

- 18.1 It is agreed that the standards set forth by the Washington State Joint Apprenticeship Training Council are part of this Agreement.
- 18.2 The ratio of Apprentices to Journeyman shall be as follows: One (1) Apprentice to one (1) Journeyworker.
- 18.3 It shall be the duty and responsibility of the Local Joint Apprenticeship and Training Committee to provide, insofar as possible, steady employment to all Apprentices.
- 18.4 Selection of Apprentices under the program shall permit equality of opportunity and be made from qualified applicants on the basis of qualifications alone, without regard to race, creed, gender, color and national origin.
- 18.5 Employers and members of the Union agree that all Apprentices working in the trade shall attend a school established for the training of said Apprentices, when possible, and assist in the enforcement of rules and regulations now in effect and hereafter adopted by the Local Joint Apprenticeship and Training Committee and confirmed by the Washington State Apprenticeship and Training Council.
- 18.6 No Apprentice shall be sent to out-of-town work that will interfere or prohibit them from attending JATC scheduled school classes.

**ARTICLE 19**  
**JOURNEYMAN CONTINUING EDUCATION**

- 19.1 The L/M Committee will define and develop a detailed list of mandatory safety training classes and a list of advanced health, safety, environmental and technical training classes and supply this list to the apprenticeship and training Coordinator. The classes shall include subject matter relating to compliance requirements mandated upon a contractor. Any certified Employee training that is required to perform certain types of work will be subject to rules, laws, and regulation of federal, states, counties, cities, customers, or other recognized agencies. To maintain their status as a Journeyman, all Journeymen must complete the safety classes as listed in Sections 9.2 and 19.3.
- 19.2 The control, regulation and overall effectiveness of Journeyman Continuing Education shall remain the responsibility of the L/M Committee. The administration of the Journeyman Continuing Education Program will be the responsibility of the Apprenticeship Coordinator and will include training, testing, evaluation and advancement of participants.
- 19.3 Journeymen must remain current in training in the following safety classes below and listed in Section 9.2:
1. First Aid / CPR (Every 2 years)
  2. Respirator Fit (Every 1 year)
  3. Fall Protection (No expiration)
  4. OSHA 10 (No expiration)

As these safety classes expire, the Journeyman must renew these classes.

- 19.4 Journeymen who fail to complete and renew the safety classes listed in Section 19.3 will not be eligible to receive future contractual wage increases until the required classes are taken.
- 19.5 If a contractor is unsatisfied with the skill level of a Journeyman they may request that the Journeyman, within thirty (30) days of hire, take the Painter Progression Test. If the test results are unsatisfactory, the Journeyman will have the opportunity to enter the Apprenticeship Training Program.
- 19.6 Painters who have been hired with no Union affiliation in the past five (5) years may be paid a minimum of \$11.00 per hour and be considered a Pre-Apprentice until tested (not to exceed 30 days). Prevailing wage will be paid per State and Federal law.

**ARTICLE 20**  
**TRUST FUNDS**

- 20.1 Each Employer signatory to this Agreement is required to make Trust Reports and contributions to a central clearing office approved by the Trustees. One check shall cover all contributions based upon compensable hours on all Employees under the scope of this Agreement.
- 20.2 Payments of monies due under this Article shall be made on or before the 15<sup>th</sup> day of each month, following the month of activity. Late payment or failure to make payments by the 20<sup>th</sup> day of each month, the defaulting Employer shall be liable for damages as called for in the Trust documents. This fee will apply for each month of delinquency. In the event that either the Local Union or the Trust employs legal counsel for the purpose of collecting wages, travel pay, subsistence, check-off dues, trust payments or damages, the defaulting Employer shall also be liable for reasonable attorney's fees and actual legal costs.
- 20.3 **Employee Painters' Trust**  
Effective July 1, 2016, each Employer shall pay into the Employee Painters' Trust, \$6.29 per compensable hour for each Employee.
- a. The Employers agree to deduct any increases in Health and Welfare contributions, not covered in the Agreement, from the Employee's check, and remit to the Trust Office (after being officially notified by the Union) unless otherwise stated in this Agreement.
- 20.4 **Western Washington Apprenticeship and Training Trust**  
Effective July 1, 2016, each Employer shall pay into the Western Washington Apprenticeship and Training Trust \$0.42 per compensable hour for each Employee. This amount may be adjusted on the anniversary date through the end of the Agreement as set forth in Section 17.1.
- 20.5 Upon entering into this Agreement the Employer shall continue to deduct an administration fee, commonly referred to as, Dues Check-Off as called for in District Council 5's By-laws. Said deductions shall be transmitted to the Painters Trust office, along with the forms provided for such payments. Authorizations will be executed at the hiring hall of the Local Unions affiliated with District Council 5 and shall be effective for a period of one (1) year or for the balance of this Agreement, such authorizations shall automatically renew themselves from year to year, thereafter, unless written notice is given to the Union with the thirty (30) day period immediately preceding the renewal date of such authorization.
- 20.6 By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Instruments establishing the funds referred to in this Article and agrees to be bound by all past and future lawful acts of the Trustees of each such fund. Copies are available upon request from the Trust office.

- 20.7 District Council 5 or any of the Trusts shall be authorized to conduct audits, as they deem necessary or appropriate for the purpose of insuring compliance with the provisions of this Agreement regarding the payment of fringe benefits and wages. Should any such audit reveal that the Employer has underpaid wages or fringe benefits by willful violation, the Employer shall pay the cost of the audit. Should such CPA firm conclude that the Employer's business records are inadequate to determine compliance with this Agreement, it shall be conclusively presumed that each Employee of such Employer was engaged in painting work for forty (40) hours in each week in which such Employee performed any painting work for such Employer. In such event, fringe benefits and fund contributions due shall be computed in accordance to the terms of the Agreement, based upon a forty (40) hour week.
- 20.8 The Trustees shall be entitled to, and may file legal action for the collection of any contributions and/or liquidating damages due by an Employer. If legal action is taken, the Employer shall be responsible not only for the contributions and/or liquidating damages due and owing, but for reasonable attorney's fees and the cost of collection. In the event legal action is necessary, the suit shall be filed in a court of competent jurisdiction.
- 20.9 Election and terms of Trustees shall be in accordance with the Trust Agreement and Declaration of the Trusts. The Employer hereby irrevocably designates, as its representative on the Board of Trustees of all Trusts, such Trustees as are now serving, or who will serve in the future serve as Trustees, together with their successors, as provided for in the applicable Trust documents.
- 20.10 **International Painters and Allied Trades Industry Pension Fund**  
The only Agreement between Employer(s) and Union parties to this Agreement regarding pensions or retirement for Employees covered by this Agreement is as follows:
- 20.10.1 Upon entering into this Agreement and for the duration of the Agreement and any renewals or extension thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund for each Employee covered by this Agreement, as follows:
- a. For each hour or portion thereof for which an Employee receives pay, the Employer shall make a contribution as follows to the above named Pension Fund.
  - b. For the purpose of the Article, each hour paid for including hours attributable to show-up-time, and other hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
  - c. The payments of the Pension fund required above shall be made to the International Painters and Allied Trades Industry Pension Fund, which is established under an Agreement and declaration of Trust, Dated April 1, 1967. The Employer, hereby, agrees to be bound by and to the said Agreement and declaration of Trust, as though he has actually signed his name.

- 20.10.2 The Employer, hereby irrevocably designates as its representative on the Board of Trustees such as are now serving, or who will in the future serve, as Employers Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.
- 20.10.3 All contributions found on the "Schedule A" and referenced herein shall be made at such a time and in such a manner as the Trustees require and shall have the authority to have an Independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of the contributions to the Pension Fund.
- 20.10.4 If an Employer fails to make contributions to the Pension Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof under this Article shall not be subject to or covered by any grievance provided or set forth elsewhere in this Agreement, if the Union so desires.
- 20.10.5 The Pension Plan adopted by the Trustee of the Pension Fund shall at all times conform with the requirements of the Internal Revenue Codes so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

20.11 **Painters and Allied Trades Labor-Management Cooperation Initiative (IUPAT-LMCI)**

For the duration of this Agreement, any renewals or extension thereof, the Employer agrees to make payments to the IUPAT-LMCI for each Employee covered by this Agreement, as follows:

- a. For the purpose of the Article, each hour paid for including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
  - b. Effective upon ratification, each Employer shall pay into the IUPAT-LMCI \$0.10 per compensable hour for each Employee.
  - c. The Employer and Union Signatory to this Agreement agree to be bound by and to the Agreement, and to the Declaration of Trust, as amended from time to time, establishing the Fund.
- 20.11.1 The Employer, hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employers Trustees, together with their successors.
- 20.11.2 All contributions shall be made at such a time and in such a manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

20.11.3 If an Employer fails to make contributions to the Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof under the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payment due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

20.12 **Finishing Trades Institute (IUPAT-FTI)**

For the duration of this Agreement, any renewals or extension thereof, the Employer agrees to make payments to the IUPAT-FTI for each Employee covered by this Agreement, as follows:

- a. For the purpose of the Article, each hour paid for including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- b. Effective upon ratification, each Employer shall pay into the IUPAT-FTI \$0.10 per compensable hour for each Employee.
- c. The Employer and Union Signatory to this Agreement agree to be bound by and to the Agreement, and to the Declaration of Trust, as amended from time to time, establishing the Fund.

20.12.1 The Employer, hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employers Trustees, together with their successors.

20.12.2 All contributions shall be made at such a time and in such a manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

20.12.3 If an Employer fails to make contributions to the Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof under the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payment due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.



20.13 **Voluntary Payroll Deduction of Political Contributions**

Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from Employees who are Union members, and to forward all contributions and report on contributions on or before the 20<sup>th</sup> day of each month for the previous work month to Combined National Fund, PO Box 79128, Baltimore MD 21279-0128.

**ARTICLE 21**  
**SAVING CLAUSE**

- 21.1 Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decision of any agency or a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of the Agreement. The Employers and Union agree to begin negotiations within thirty (30) days, concerning the affected Article and Section only.

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**ARTICLE 22**  
**DURATION CLAUSE**

- 22.1 This Agreement shall remain in full force and effect from July 1, 2016, to and including June 30, 2019 and shall continue from year to year thereafter unless written notice by either party, upon the other not less than sixty (60), and not more than ninety (90) days prior to June 30, 2019, or June 30<sup>th</sup> of any subsequent contract year.
- 22.2 Where no such cancellation or termination notice is served and parties express their desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve, upon the other, a written notice not less than sixty (60) days, and not more than ninety (90) days prior to June 30, 2019, or June 30<sup>th</sup> of any subsequent contract year, advising that said party desires to revise or change the terms or conditions of the Agreement. The respective parties shall be permitted all legal and economic recourse to support their quest for revisions, if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

**CONTRACTOR:**

**IUPAT DISTRICT COUNCIL 5:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

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Date

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Address

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City, ST Zip Code

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Telephone Number

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Fax Number

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Cell Phone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
WA State Contractors Registration #

\_\_\_\_\_  
Federal Tax ID #

*opeiu#8/afl-cio*

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IUPAT District Council 5  
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July 2016  
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